

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 05-059**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**ANNUAL MOWING OF MEDIAN BOULEVARD AREA
TURF WITHIN
COUNTRY CLUB NEIGHBORHOOD**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon, Wednesday, March 16, 2005, in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

A pre-bid conference has been scheduled for 10:00 a.m., Wednesday, March 9, 2005, at the Parks and Recreation Department Main Office, 2740 "A" Street, Lincoln, Nebraska 68502. All interested bidders are urged to attend. **Plans can be picked up at the Purchasing Office 440 S. 8th, Suite 200.**

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. . **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

**PROPOSAL
SPECIFICATION NO. 05-059**

BID OPENING TIME: 12:00 NOON
DATE: March 16, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, the Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from any obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

**MOWING OF MEDIAN BOULEVARD AREA TURF WITHIN THE COUNTRY
CLUB NEIGHBORHOOD**

Zone 1	2005	\$ _____	per mowing
	2006	\$ _____	per mowing
	2007	\$ _____	per mowing
	2008	\$ _____	per mowing
Zone 2	2005	\$ _____	per mowing
	2006	\$ _____	per mowing
	2007	\$ _____	per mowing
	2008	\$ _____	per mowing
Zone 3 – 27 th Hwy. 2 N.W. corner on 27 th			
	2005	\$ _____	per mowing
	2006	\$ _____	per mowing
	2007	\$ _____	per mowing
	2008	\$ _____	per mowing
Zone 4 – Stransky Park			
	2005	\$ _____	per mowing
	2006	\$ _____	per mowing
	2007	\$ _____	per mowing
	2008	\$ _____	per mowing
<ul style="list-style-type: none">• Subject to renewal by mutual consent• Subject to additional mows by mutual consent.			

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory of the bidder represents and warrants that they have full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COMPIES OF PROPOSAL AND SUPPORTING MATERIAL
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-059**

Company Name

By (Signature)

Street Address or P.O. Box

(Print Name)

City, State

Zip Code

(Title)

Telephone

(Date)

Employer's Federal I.D. No. or
Social Security Number

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

**SPECIFICATIONS
FOR
MOWING OF MEDIAN BOULEVARD AREA TURF AND PARKS
WITHIN
COUNTRY CLUB NEIGHBORHOOD**

1. SCOPE

- 1.1 The City desires to retain a landscape contractor(s) to mow median boulevard and park area turf within the Country Club Neighborhood.
- 1.2 The term of the agreement shall be for the 2005 season, April 7, 2005, through October 13, 2005, with options to renew for three (3) additional one (1) year terms at the prices being bid.
- 1.3 The attached sample agreement and area map serve as specifications, and describes the obligations of the City and Contractor.
- 1.4 The duration of the resulting Agreement will be from the time the successful bidder(s) signs a contract with the City of Lincoln until the time when all contract obligations have been completely and satisfactorily fulfilled.

2. AGREEMENT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid(s), the Contractor(s) must execute a written agreement between the Contractor and the City.
- 2.2 Also within such time period, the Contractor must furnish with the agreement a certificate of insurance in accordance with the requirements specified in the agreement.
 - 2.2.1 All certificates of insurance shall be filed with the City on the standard ACORD CERTIFICATE OF INSURANCE form, showing the specific limits of insurance and coverage
 - 2.2.2 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

3. QUALIFICATION OF BIDDERS, BIDDING PROCEDURE AND AWARD OF BID

- 3.1 Bidder and bidder's employees shall have a minimum of two (2) years experience in commercial in property maintenance.
- 3.2 Read INSTRUCTIONS TO BIDDERS.
- 3.3 Bidders shall submit the following documents with their Bid Proposal:
 - 3.3.1 A listing of equipment to be used in the performance of this Agreement.
 - 3.3.1.1 As a minimum, equipment shall include the following:
 - Two (2) riding mowers with minimum of 60 inch mower decks.
 - Minimum of two (2) string trimmers
 - Adequate transport equipment
 - One (1) 52" bagger or two (2) 21" bag mowers
 - 3.3.2 A listing of at least three (3) commercial references, including company name, contact person and phone number, for past and current mowing contracts of similar size and capacity.
 - 3.3.3 A listing of personnel who will be involved in the performance of this agreement, and their related commercial property maintenance experience.
 - 3.3.4 A statement as to your firm's employee training and safety procedures.
- 3.4 In addition to price in the award of bid, the City may give consideration to:
 - 3.4.1 Separate awards of bid for Zone 1, Zone 2, Zone 3, and Zone 4.
 - 3.4.2 Skill, capacity and experience of bidder and bidder's employees to perform the contract to the satisfaction of the City.
 - 3.4.3 The City may make an investigation necessary to determine the ability of a bidder to perform in accordance with the specifications for contract mowing services and the requirements of the contract agreement which may include, but not be limited to an inspection of mowing equipment.

SERVICE AGREEMENT

MOWING OF MEDIAN BOULEVARD AREA TURF WITHIN COUNTRY CLUB NEIGHBORHOOD

THIS AGREEMENT, made this _____ day of _____, 2005, by and between

_____, hereinafter referred to as Contractor, and the CITY OF LINCOLN, NEBRASKA, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over all City streets and median areas and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish mowing of median boulevard turf areas in a timely manner, it is then necessary to acquire additional resources for the purposes of mowing such turf.

WHEREAS, it is the purpose of this Agreement to provide for the Contractor to perform such turf mowing services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform turf mowing services as herein set forth during the 2005 mowing season between April 7 and October 13, 2005. See attached mowing Schedules A and B.
2. The Agreement may, by mutual consent, be renewed for three (3) additional one (1) year terms at the prices indicated in Paragraph #3.
3. Turf mowing services shall be performed at the following rates per mowing for the term of this Agreement:

3.a.	Zone 1	2005	\$ _____	per mowing
		2006	\$ _____	per mowing
		2007	\$ _____	per mowing
		2008	\$ _____	per mowing

3.b.	Zone 2	2005	\$ _____	per mowing
		2006	\$ _____	per mowing
		2007	\$ _____	per mowing
		2008	\$ _____	per mowing

3.c.	Zone 3 – 27 th Hwy. 2 N.W. corner on 27 th			
		2005	\$ _____	per mowing
		2006	\$ _____	per mowing
		2007	\$ _____	per mowing
		2008	\$ _____	per mowing

3.d.	Zone 4 – Stransky Park			
		2005	\$ _____	per mowing
		2006	\$ _____	per mowing
		2007	\$ _____	per mowing
		2008	\$ _____	per mowing

* Subject to renewal by mutual consent

* Subject to additional mows by mutual consent.

4. Park and street median boulevard turf areas requiring mowing include a collective area of approximately 16.12 acres consisting of 43 boulevard areas and two parks ranging in size from approximately 1,200 square feet to
5. 51,000 square feet. Areas to be mowed under the provision of this agreement include the following list. Refer to area map attached to this agreement.
 - 4.a. Zone 1 (Approximately 11.88 acres)

Stratford Avenue between 27th Street and Rathbone Road.
Sheridan Boulevard between South Street and 33rd Street.
(does not include 1st Island east of 27th on Sheridan)
Manse Avenue between Bradfield Drive and Van Dorn Street.
Woodscresc Avenue.
Woodsdale Boulevard between 24th Street and 27th Street.
Island at intersection of Winthrop Road and Colonial Drive.
Bradfield Drive between South Street and 27th Street.
24th Street between Lake Street and High Street.
Van Manse Park – N.W. corner of Van Dorn & Manse Ave.
 - 4.b. Zone 2 (Approximately 3.51 acres)

Sheridan Boulevard between 33rd Street and Calvert Street.
Roundabout at 33rd and Sheridan
Roundabout at 40th and Sheridan
 - 4.c. Zone 3 (Approximately .44 acres)
27th and Hwy. 2 N.W. corner on 27th
 - 4.d. Zone 4 (Approximately .4 acres)
Stransky Park – 26 mows – bag clippings
5. Work shall involve at least 21 weekly mowings during the term of this Agreement for zones 1, 2, 3 – Schedule A. 26 weekly mowings for Stransky Park, Zone 4, Schedule B.
 - 5.a. All work shall be coordinated with the Parks Superintendent or his/her designated representative.
 - 5.b. Each mowing shall be performed weekly between the hours of 7:00 a.m. and 7:00 p.m. during a two (2) day period between Wednesday and Friday.
 - 5.c. All obstacles, plantings and curbs shall be string trimmed within one (1) day after the mowing is performed. String trimmed areas shall not exceed the mowing height.
 - 5.d. Mowing height guidelines are as follows:
 - 5.d.1. Spring and Fall 2 ½ inches
 - 5.d.2. Summer 3 inches
 - 5.e. Grass clippings shall not be left in windrows. Grass clippings shall not be blown into streets or onto street curbs. Grass clippings shall be dispersed, or removed and properly disposed of. Cost of removal and disposal shall be included in the mowing price. Grass clippings shall be bagged and disposed of for all 26 mows at Stransky Park.

- 5.f. The Contractor shall protect all existing plant material on-site and will be held liable for replacement of any or all damaged landscape resulting from damage during contract maintenance.
- 5.g. The Contractor shall protect all existing water boxes/hookups on-site and will be held liable for repair or replacement of any or all resulting from damage during contract maintenance.
- 6. Equipment for the performance of this Agreement shall be furnished by the Contractor.
 - 6.a. The following is a listing of Contractor's equipment to be utilized:
 - 6.a.1. Mowers _____
 - 6.a.2. Trimmers _____

 - 6.a.3. Transport Equipment _____

 - 6.a.4. Baggers _____
- 7. Contractor's employees shall be fully trained in commercial turf mowing and in the safe operation of Contractor's mowing and transport equipment.
- 8. Contractor shall submit to the Parks Assistant Director or duly recognized representative **MONTHLY INVOICES BY ZONE ITEMIZED FOR EACH MOWING.**
- 9. The Contractor is an independent Contractor for the purposes of the Agreement, and neither the Contractor nor Contractor's employees or agents shall be considered for any purpose to be employees of the City.
- 10. Contractor shall provide general liability insurance in the amount of \$1,000,000 combined single limit for property damage and personal injury.
 - 10.1. Contractor shall name the City as an additional Insured as pertains to the performance of mowing services for the term of the Agreement.
 - 10.2. The insurance policy shall insure the City from any and all demands, claims, causes of action at law or in equity resulting from the performance of this Agreement.
 - 10.3. The Contractor shall provide Workers Compensation Insurance for any employees of Contractor who perform any work under this Agreement.
 - 10.4. Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.
- 11. The Contractor shall be responsible for applications of pre-emergent herbicides in the spring which shall include dimension herbicide at the rate of 2/10 of a pound per acre when ground temperature reaches 55 degrees. The Contractor shall also be responsible for applying one (one) pound of slow-release nitrogen per 1,000 square feet on all turf areas, in the spring (mid-April). MSDS sheets must be provided (faxed) to our office at 441-7227 and approved prior to application.
- 12. The Contractor shall fill out and submit to our office a weekly check off list to be completed after each weekly maintenance of the Mowing Contract. (See attached weekly check off menu).

13. The scope of these specifications is to describe performance levels for landscape turf mowing and for maintaining medians free of litter and weeds. At no time may litter be mowed over. All litter shall be picked up prior to mowing.
14. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. Contractor shall comply with the provision of Chapter 11.08 of the Lincoln Municipal Code.
15. In determining the low responsible bid(s), consideration may be given to ability, capacity, efficiency, integrity and skill of the bidder to comply with the specifications and perform the work required by the Contractor, as determined from the quality of the bidder's performance of previous work.
16. The duration of the resulting Agreement will be from the time the successful bidder(s) signs a contract with the City of Lincoln until the time when all contract obligations have been completely and satisfactorily fulfilled. Bid prices in response to this solicitation will be firm for the full term of the Contract Agreement.
17. This Agreement may be cancelled by either party hereto at any time during the term of the Agreement upon thirty (30) days written notice.

Dated this _____ day of _____, 2005.

ATTEST:

City of Lincoln, Nebraska

City Clerk

Mayor

CONTRACTOR:

Company Name

Street Address/P.O. Box

City

State

Zip

By: Authorized Signature

Print Name

Title

030601mes

SCHEDULE A

The following schedule shall be followed for Zones 1, Zone 2, and Zone 3.

1. April 7th initial mow/cleanup
Followed by Spring application of fertilizer at the rate of one (1) lb. per 1,000 square ft.
Professional grade 30-4-10 slow release fertilizer. Application of dimension herbicide at the rate of 2/10 (two tenths) of a lb. per acre when ground temperatures reach 55 degrees. All areas shall be posted during application.

- | | |
|-------------------------------|--------------------------------|
| 2. April 21 st mow | 15. July 28 th mow |
| 3. May 5 th mow | 16. Aug. 4 th mow |
| 4. May 12 th mow | 17. Aug. 18 th mow |
| 5. May 19 th mow | 18. Sept. 1 st mow |
| 6. May 26 th mow | 19. Sept. 15 th mow |
| 7. June 2 nd mow | 20. Sept. 29 th mow |
| 8. June 9 th mow | 21. Oct. 13 th mow |
| 9. June 16 th mow | |
| 10. June 23 rd mow | |
| 11. June 30 th mow | |
| 12. July 7 th mow | |
| 13. July 14 th mow | |
| 14. July 21 st mow | |

21 mows subject to additional mow by request and mutual consent.

SCHEDULE B

The following schedule shall be followed for Zone 4 – Stransky Park.
Stransky Park shall be bagged and clippings hauled away for each of the 26 mows.

1. April 7th initial mow/cleanup. Followed by Spring application of fertilizer at the rate of 1 (one) lb. per 1,000 sq. ft. Professional grade 30-4-10 slow release fertilizer. Application of dimension herbicide at the rate of 2/10 (two tenths) of a lb. per acre. The park shall be posted during application.
2. April 21st
3. May 5th
4. May 12th
5. May 19th
6. May 26th
7. June 2nd
8. June 9th
9. June 16th
10. June 23rd
11. June 30th
12. July 7th
13. July 14th
14. July 21st
15. July 28th
16. Aug. 4th
17. Aug. 11th
18. Aug. 18th
19. Aug. 25th
20. Sept. 1st
21. Sept. 8th
22. Sept. 15th
23. Sept. 22nd
24. Sept. 29th
25. Oct. 6th
26. Oct. 13th

WEEKLY CHECKOFF

Zone 1

Sheridan Blvd. (South Street to 33rd Street)

Mow Date_____

String trim _____

Curbs _____

Poles _____

Plantings _____

Apply Fertilizer Date_____

Product _____

Rate per 1,000 sq. ft. _____

Stratford Ave. (27th Street to Rathbone)

Mow Date_____

String trim _____

Curbs _____

Poles _____

Plantings _____

Apply Fertilizer Date_____

Product _____

Rate per 1,000 sq. ft. _____

Manse Ave. (Bradfield Drive to Van Dorn)

Mow Date_____

String trim _____

Curbs _____

Poles _____

Plantings _____

Apply Fertilizer Date_____

Product _____

Rate per 1,000 sq. ft. _____

Authorized Signature_____

Send to Fax Number 441-7227

Preparer Name_____

Weather Phenomena_____

Rainfall Since Last Report_____

Condition of Grass Area_____

Apply Herbicide Date_____

Product_____

Rate per 1,000 sq. ft. _____

Authorized Signature_____

Send to Fax Number 441-7227

Preparer Name_____

Weather Phenomena_____

Rainfall Since Last Report_____

Condition of Grass Area_____

Apply Herbicide Date_____

Product_____

Rate per 1,000 sq. ft. _____

Authorized Signature_____

Send to Fax Number 441-7227

Preparer Name_____

Weather Phenomena_____

Rainfall Since Last Report_____

Condition of Grass Area_____

Apply Herbicide Date_____

Product_____

Rate per 1,000 sq. ft. _____

Authorized Signature_____

Woodscrest Avenue

Send to Fax Number 441-7227

Mow _____ **Date** _____
String trim _____
Curbs _____
Poles _____
Plantings _____

Preparer Name _____
Weather Phenomena _____
Rainfall Since Last Report _____
Condition of Grass Area _____

Apply Fertilizer **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Apply Herbicide **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Woodsdale Blvd. (24th Street to 27th Street)

Authorized Signature _____
Send to Fax Number 441-7227

Mow _____ **Date** _____
String trim _____
Curbs _____
Poles _____
Plantings _____

Preparer Name _____
Weather Phenomena _____
Rainfall Since Last Report _____
Condition of Grass Area _____

Apply Fertilizer **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Apply Herbicide **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Island at Winthrop Rd. and Colonial Drive

Authorized Signature _____
Send to Fax Number 441-7227

Mow _____ **Date** _____
String trim _____
Curbs _____
Poles _____
Plantings _____

Preparer Name _____
Weather Phenomena _____
Rainfall Since Last Report _____
Condition of Grass Area _____

Apply Fertilizer **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Apply Herbicide **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Authorized Signature _____

Bradfield Drive (South Street to 27th Street)

Send to Fax Number 441-7227

Mow _____ **Date** _____
String trim _____
Curbs _____
Poles _____
Plantings _____

Preparer Name _____
Weather Phenomena _____
Rainfall Since Last Report _____
Condition of Grass Area _____

Apply Fertilizer **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Apply Herbicide **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

24th Street (Lake to High Street)

Authorized Signature _____
Send to Fax Number 441-7227

Mow _____ **Date** _____
String trim _____
Curbs _____
Poles _____
Plantings _____

Preparer Name _____
Weather Phenomena _____
Rainfall Since Last Report _____
Condition of Grass Area _____

Apply Fertilizer **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Apply Herbicide **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Zone 2

Sheridan Blvd. (33rd St. to Calvert)

Authorized Signature _____
Send to Fax Number 441-7227

Mow _____ **Date** _____
String trim _____
Curbs _____
Poles _____
Plantings _____

Preparer Name _____
Weather Phenomena _____
Rainfall Since Last Report _____
Condition of Grass Area _____

Apply Fertilizer **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Apply Herbicide **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Zone 3

27th Street & Hwy. 2

Mow _____ **Date** _____
String trim _____
Curbs _____
Poles _____
Plantings _____

Apply Fertilizer **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Zone 4

Stransky Park

Mow _____ **Date** _____
String trim _____
Curbs _____
Poles _____
Plantings _____

Apply Fertilizer **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Authorized Signature _____

Send to Fax Number 441-7227

Preparer Name _____
Weather Phenomena _____
Rainfall Since Last Report _____
Condition of Grass Area _____

Apply Herbicide **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

Authorized Signature _____
Send to Fax Number 441-7227

Preparer Name _____
Weather Phenomena _____
Rainfall Since Last Report _____
Condition of Grass Area _____

Apply Herbicide **Date** _____
Product _____
Rate per 1,000 sq. ft. _____

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.